

REMARKS

The Examiner's attention to the present Application is greatly appreciated.

Claims 8 - 12 are pending in the present Application. In the recent Office Action, Claims 8 - 12 were rejected under 35 U.S.C. § 103. In addition, this rejection has been made final.

It is Applicant's position that the prior art, both alone or in combination, did not suggest Applicant's invention set forth in the previous claims. Notwithstanding, Applicant has amended the independent Claims 8 and 12 to include the limitation that the rescue mission provides for movement of a satellite from an unintended orbit to an intended **operational** orbit. The term "operational" is intended to clarify that the method of insuring against satellite launch failure of Applicant's invention is intended for use in insuring against a launch failure wherein the launch results in the satellite being placed in an unintended orbit, but is otherwise operational, and provides for the initiation of a rescue mission for moving the satellite to an operational orbit. Support for this amendment can be found throughout the specification and drawings.

Reexamination, reconsideration and allowance of the claims is respectfully requested.

THE REJECTION SHOULD NOT HAVE BEEN "FINAL"

In rejecting the Claims, the Examiner has taken "official notice" that it is old and well known in the insurance arts to provide insurance in the manner suggested by Applicant. This "official notice" was not previously asserted as a basis for rejecting the claims. Moreover, the

amendments previously made to the claims did not spur this basis for rejection. The previous amendments were directed to when the launch insurance policy was obtained and to where payment would go concerning the initiation of a rescue mission. However, the “official notice” has been cited as suggesting the step of insuring against the launch failure and for providing for a rescue mission. These elements of the claims were not previously changed and thus did not spur this new rejection.

Accordingly, Applicant requests that the “finality” of the previous rejection be withdrawn.

REJECTION UNDER 35 U.S.C. § 103

In rejecting the claims, the Examiner has taken “official notice that it is old and well known in the insurance arts to use insurance” to ensure against the risk of a “problem” such as found during a satellite launch. Specifically, the Examiner points to insurance against a risk of a problem, impairment, damage or loss such as water craft insurance which protects against damage and which typically includes towing coverage. It was argued that the towing coverage would cover moving the boat from an unintended location, such a running aground to an intended location. The Examiner further referred to travel insurance which protects against emergency evacuation or medical assistance for individuals such as for a person who was hurt in a ski accident and must be helicoptered from a mountain.

Applicant disagrees that official notice should be taken of these types of insurance as

Applicant is not aware of towing coverage of the type described by the Examiner and is not aware of insurance policies for providing rescues to an individual.

Notwithstanding, assuming such policies exist, there is no suggestion for the prior art, including the official notice, for providing launch insurance against a satellite launched into the wrong orbit and for providing a rescue mission for moving the satellite to an intended operational orbit.

In the event of damage to a vehicle, satellite, boat or car, the typical insurance coverage provides for the cost of repairing the item and for perhaps towing the item to a repair facility. Even if there are insurance policies as described by the Examiner, there is no suggestion for the policy to pay for a rescue mission which moves a fully-functioning vehicle to an orbit for continued operation, as claimed by Applicant.

CONCLUSION

The claims in this case are believed to be in condition for allowance and notice thereof is respectfully solicited. If there are any remaining issues that need to be resolved, it is requested that a telephone call be placed to the undersigned.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David G. Duckworth", with a stylized, cursive script.

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